For these reasons I am of opinion that the divorce was valid and the conviction must therefore be affirmed.

The offence is serious in itself and is specially likely to lead to breaches of the peace; imprisonment is therefore appropriate and would ordinarily be for a substantial term but in the special circumstances of this case the sentence imposed by the learned Magistrate was a proper one.

Appeal dismissed.

Re LEE CHAI KEE & CO.

[Orig. Civ. Juris. (Wilson, J.) March 21, 1952]

[Malacca — Bankruptcy No. 32 of 1950]

Bankruptcy — Deposit made under Remittance Shops Transactions (Stamp Duty) Regulations, 1948 — Claims of depositors.

Under the Remittance Shops Transactions (Stamp Duty) Regulations, 1948 a remittance shop paid in two sums as the deposit required under the law. A receiving order having been made against the firm an adjudication order was obtained against the sole proprietor.

Held, that the amount deposited as security must be paid to the Official Assignee and the claims of depositors of remittances through the firm whose commitments had not been discharged must be lodged with him.

BANKRUPTCY.

J. B. Prentis, Official Assignee in person.

P. G. Clough (Federal Counsel) for the Controller of Foreign Exchange and Accountant General, F.M.

The arguments appear sufficiently from the judgment.

Cur. Adv. Vult.

Wilson, J. : — The facts of this case are fully set out in the report of the Official Assignee dated 18th February, 1952. It is sufficient to say that on the 26th January, 1951, a Receiving Order was made against Lee Chai Kee & Company of 127, Sultan Street, Kuala Lumpur and that on the 24th August, 1951, an Adjudication Order was made against Lee Chai Kee, proprietor of the said company. Previous to the Receiving Order Lee Chai Kee have obtained a Remittance Shops permit under the Remittance Shops Transactions (Stamp Duty) Regulations, 1948. The footnote to the form of application contained in the Second Schedule to these Regulations is as follows :—

"Security of $10,000 in respect of an 'A' permit, or $2,000 in respect of a 'B' permit is required and may be applied to meet such of your commitments to your depositors as you may fail to discharge."

Lee Chai Kee made two deposits of $10,000 and $2,000, respectively, with the Bank of China, Kuala Lumpur, on the 13th June, 1950 in the joint names of himself and the Accountant-General, Federation of Malaya. At the time of the Receiving Order these two deposits remained intact in the Bank of China and had not been applied to meet any commitments to any of Lee Chai Kee's depositors.

It would appear to me that the Accountant-General would not have had any authority to decide whether Lee Chai Kee had failed to discharge any commitment to a depositor and that unless Lee Chai Kee admitted any such failure, the depositor would have had to have taken legal action against Lee Chai Kee and, if successful, apply for an attachment of the deposit. An Adjudication Order having been made against Lee Chai Kee, it appears to me that the remedy of his depositors whose commitments he may have failed to discharge must now be to make a claim in bankruptcy.

In these circumstances I answer the first question which has been submitted to the Court on this notice of motion as follows :—

The two sums of $10,000 and $2,000 deposited in the Bank of China, Kuala Lumpur, by two deposit receipts both dated 30th June, 1950 in the joint names of the bankrupt and the Accountant-General, Federation of Malaya, vest in the Official Assignee for the benefit of the general body of creditors.

I do not propose at this stage to answer the second question submitted to the Court as to whether the bankrupt's depositors are secured creditors or are ordinary creditors in the bankruptcy. If any such depositor wishes to maintain that he is a secured creditor, it is open for him to do so in the bankruptcy. I do not think it would be right for me to express an opinion on this point at this stage which might be adverse to the depositors when none of them is a party to these proceedings.

Order accordingly.

KARTAR SINGH & ANOR. v. REX.

[C. Cr. A. (Murray-Aynsley, C.J. (Singapore), Mathew, C.J. (F.M.) and Knight, J.) March 28, 1952]

[Singapore — Criminal Appeal No. 21 of 1951]

Penal Code, s. 299 — Distinction between effect of direct and circumstantial evidence.

Where there is a direct evidence, however slight, the Jury are entitled to accept it and the case should be left